

## Frostburg State University Employee Confidentiality Agreement

I understand that my access to data, information, and records (all hereinafter referred to as Information) maintained in the manual and automated information and records systems of Frostburg State University is limited to my need for the Information in the performance of my job duties.

I affirm that I have been advised of, understand, and agree to the following terms and conditions of my access to Information contained in the resources of the Information Technology Department:

1. I will use my authorized access to resources only in the performance of the responsibilities of my position as a member of the University's faculty or staff.
2. I will comply with all controls established by the University regarding the use of Information maintained within Information Technology resources, including the Data Classification Policy and Data Use Standards.
3. I will avoid disclosure of Information to unauthorized persons without the appropriate consent of the Information owner except as permitted under applicable University policy and/or Federal or State law. I understand and agree that my obligation to avoid such disclosure will continue even after I leave the employment of Frostburg State University.
4. I will exercise care to protect Information against accidental or unauthorized access, modifications, disclosures, or destruction.
5. When discussing Information with other employees in the course of my work, I will exercise care to keep the conversation private and not overheard by others who are not authorized to have access to such Information.
6. I am aware of State and Federal laws regarding the disclosure of confidential information. Specifically, the Federal Educational Rights and Privacy Act (commonly referred to as FERPA or the "Buckley Amendment") bars, with certain exceptions, the disclosure of personally identifiable information from a student's education records without the student's consent. Further, the State of Maryland has a statute which, among other things, may bar disclosure of certain University records, such as personnel records of University employees. The University has written policies on the disclosure of information from University records and documents, and I understand that I must comply with those policies.
7. I understand that any violation of this Agreement or other University policies related to the appropriate release or disclosure of Information may result in one or more sanctions including immediate termination of my access to resources, disciplinary action up to and including dismissal from employment, criminal penalties, or civil liability.

I affirm that I am fully aware of the University of Maryland System Policies on Patents and Copyrights (Section IV, Policy Number IV-3.00 and IV-3.10 respectively) and the Maryland Annotated Code Article 27, Sections 7-302 and 8-606, relating to the illegal access and unauthorized manipulation of data using computer resources, and understand the associated punishments for such criminal actions.